

IN THE TENNESSEE REGULATORY AUTHORITY
NASHVILLE, TENNESSEE

IN RE: PETITION OF BELL SOUTH TO)
IMPLEMENT NEW AND INCREASE)
EXISTING LATE PAYMENT) DOCKET NO. 00-00041
CHARGES)
)

INITIAL BRIEFING ISSUES

In accordance with the directive of the hearing officer, Tennessee consumers, file this statement disclosing the issues it will brief. By filing the statement, the Consumer Advocate Division does not waive its right to any objections to arriving at a decision on the issues without ascertaining whether or not other legal issues are relevant and material or whether material facts which may affect the decision are in dispute.

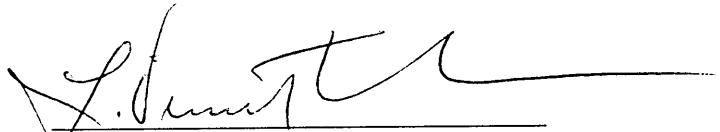
BASIC LOCAL EXCHANGE SERVICE

1. Did the General Assembly, when it compelled incumbent local exchange companies applying for price regulation to add services to the basic local exchange service classification, change or diminish the relationship between the then existing service provided and the rates for those services provided?
2. Does Tenn. Code Ann. § 65-5-208 (a)(1)'s inclusion of all recurring and nonrecurring charges existing in rates, mean that all recurring and nonrecurring charges associated with basic local exchange service are covered, including but not limited to rates or charges associated with billing, collection and late payments for basic local exchange service service?
3. Were the basic local exchange service rates in effect for BellSouth on June 6, 1995 based in part upon the consideration of recurring and nonrecurring expenses

arising from billing, collection and late payments for those services.

4. Were the provisions of Tenn. Code Ann. § 65-5-209 (f) enacted for the purpose of preserving the relationship between the rates for basic local exchange service and also the service provided at those rates?
5. When a telecommunications service provider enters into a contract with a consumer and sells that contract to BellSouth or BellSouth purchases that contract, does BellSouth's purchase of the contract unilaterally create any relationship with the customer other than BellSouth's right to receive payments in accordance with the contract?

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'L. Vincent Williams', is written over a horizontal line.

L. Vincent Williams

Deputy Attorney General - Consumer Advocate

Consumer Advocate Division

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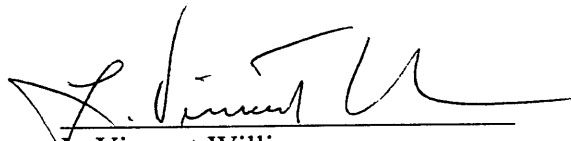
BPR. No. 011189

Certificate of Service

I hereby certify that a true and correct copy of the foregoing Document has been faxed and mailed postage prepaid to the parties listed below this 18th day of May, 2000.

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L. Vincent Williams